

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The VWE Group, Inc.	FORMERLY V.W. Eimicke Associates, Inc.	07/21/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Everglades Direct, Inc.		
<b>Street Address:</b>	1725 Roe Crest Drive		
<b>City:</b>	North Mankato		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56002		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78417349	THE VWE GROUP	
<b>Registration Number:</b>	3027079	VWE G	
<b>Registration Number:</b>	0785224	ENVELO-FILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)632-4297		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-632-3297		
<b>Email:</b>	trademark@gpmlaw.com		
<b>Correspondent Name:</b>	Gray, Plant, Mooty, Mooty & Bennett, P.A		
<b>Address Line 1:</b>	P.O. Box 2906		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0906		
<b>ATTORNEY DOCKET NUMBER:</b>	99192		
<b>NAME OF SUBMITTER:</b>	Kimberly Nute, Paralegal		

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Signature:	/kimberly nute/
Date:	08/16/2006
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made as of July 21, 2006, between THE VWE GROUP, INC., f/k/a V.W. Eimicke Associates, Inc., a New York corporation, and THE VWE GROUP LTD., f/k/a V.W. Eimicke Ltd., a Canadian company (jointly and severally, the "Sellers"), and EVERGLADES DIRECT, Inc., a Minnesota corporation with its principal place of business at 1725 Roe Crest Drive, North Mankato, Minnesota 56002 ("Purchaser").

### RECITALS

- A. Sellers and Purchaser have entered into an Asset Purchase Agreement dated July 7, 2006 (the "Purchase Agreement"), in which Sellers agree to assign to Purchaser substantially all the assets of the Business, as that term is defined in the Purchase Agreement.
- B. Sellers own the trademarks listed on Schedule A (the "Marks"). Purchaser is acquiring the business of Sellers in connection with which Sellers are using or have a bona fide intent to use the Marks for which there are pending Intent-to-Use applications for federal registration.

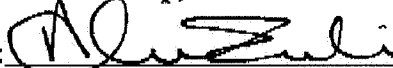
### AGREEMENT

In consideration of the above recitals and the promises set forth below, the parties agree as follows:


Sellers transfer and assign to Purchaser all of Sellers' right, title and interest in and to the Marks, together with all associated good will and all related rights, all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured. The provisions of this Agreement inure to the benefit of Purchaser, its successors, assigns and other legal representatives, and are binding upon Sellers, their respective successors, assigns and other legal representatives.

Sellers have executed this Agreement as of the date first written above.

**The VWE Group, Inc.**

By:   
 Name: Alicia Simicko  
 Title: President

**The VWE Group Ltd.**

By:   
 Name: Alicia Simicko  
 Title: President

GP:1974166 v2

**SCHEDULE A**

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Serial Number</b>	<b>Reg. Number</b>
THE VWE GROUP	75/596,160	---
VWE G AND DESIGN	78/412,681	3,027,079
ENVELO-FILE	72/185,767	0,785,224

**COMMON LAW TRADEMARKS**

<b>Mark</b>
WHERE BUSINESS IS PEOPLE
STATESIMPLE
TOTAL SOLUTION
THE VWE GROUP (Canada)
VWE Stylized (Canada)